



CANON SOLUTIONS AMERICA

Statement of Work for:

Texas Juvenile Justice Department
Therefore Pilot Project Implementation

Effective Date: 6/20/2018

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Document Revision History

	Version	Date	Description	Authored / Revised By
1	1.0	5/24/2018	Initial version of this document	Jerry Mangone
2	1.1	5/31/2018	Revisions to SOW after clients recommendations	Jerry Mangone
3	1.2	6/1/2018	Added note about CAPPS Database lookup as per Implementation Team's request	Jerry Mangone
4	1.3	6/7/2018	Added more revisions requested by the client	Jerry Mangone
5	1.4	6/11/2018	Updated this document to describe the implementation as a Therefore Pilot	Luke Currier
6	1.5	6/19/2018	Changed the verbiage about the pilot completion as per client	Jerry Mangone
7	1.6	6/20/2018	Updated language in Section 2.2 to address that a production solution would be an option for TJJD and documented under a separate SOW after a successful pilot	Luke Currier
8	1.7	6/22/2018	Corrected the misspelling within the document and incorporated the Change Order request to add 5 additional named users into this document. The Change Order is no longer required.	Jerry Mangone
9	1.8	6/22/2018	Removed First Chief of Staff (Letter f. in the Contracts Approval Workflow)	Jerry Mangone

Technical Review

Title	Date	Reviewers Name (Typed Name or Digital Signature only)	Reviewers ID
PS Manager / Zone Director			
Solutions Analyst			
Implementation Engineer			

1.0 Company Overview

Company Name: Texas Juvenile Justice Department	
Contact Name and Title: Kenneth Ming, Director of Business Operations and Contracts	
Company Address (Main location): 11209 Metric Boulevard, Bldg H, Ste A Austin, TX 78758	
Number of Locations: 6 <small>(Provide details in Section 2.4)</small>	Number of users related to the solution: 15

2.0 Project Implementation Overview

This Statement of Work ("SOW") outlines the parameters by which Canon Solutions America and its retained vendors (together, "Canon Solutions America" or "CSA") will deliver to Texas Juvenile Justice Department ("TJJD", "Client" or "You") the work product for Client Solution project implementation. These parameters include project scope, deliverables, assumptions and governing work processes. As there are different parties involved with the implementation of this SOW, specific roles and responsibilities are presented for each – Client and CSA. Client's acceptance of and agreement with this project is based on Client's execution of the SOW's *Project Acceptance* (Section 6.0) and corresponding CSA Acquisition Agreement. ***(PLEASE NOTE: While CSA offers various form contracts for the purchase/lease/acquisition of solutions and equipment (e.g., Acquisition Agreement, Unified Lease Agreement, Purchase and Maintenance Agreement), for purposes of this SOW each is considered an "Acquisition Agreement".)*** This SOW is valid for Sixty (60) days from effective date indicated on the cover page and is only valid when accompanied by the corresponding CSA Acquisition Agreement #: 832477

CSA estimates that the project implementation for Client will take approximately five (5) days. The solution documented in this SOW may be installed using Professional Services that are delivered, in whole or in part, via remote access. CSA will provide the remote access method for this purpose - unless Client specifically chooses to provide the remote access method and CSA agrees that the proposed method is suitable to the solution being implemented. If challenges are encountered using a Client provided remote access method then additional Professional Services fees may be required to cover time expended to overcome these challenges.

The estimated Professional Services time included for this project does not necessarily reflect contiguous work time by CSA, but rather a complete start to finish estimate of the time required to implement the solution. Should CSA encounter prolonged delays to the project timeline, changes to the scope, or outside factors that have a material impact on the implementation, CSA may either present a Change Order (Appendix A) for the services and software needed to complete the implementation or terminate the project altogether. Please note that if a Change Order is issued, Client may incur additional costs/fees; if successful implementation is not possible, termination of the project will result in Client forfeiting solution implementation and its associated Professional Services.

2.1 Objectives

Following are Client's objectives for this Implementation:

- Client is seeking to pilot a document management system to store and retrieve documents such as:
 - Purchasing
 - Contracts
 - Accounts Payable
- Improve approval process for contracts moving through their organization
- Provide a method for digitally signing documents
- Simplify their existing Word document forms
- Pilot a limited scale version of the solution prior to defining a full production solution

2.2 Proposed Solution

Implement a Therefore Pilot in the environment to demonstrate the abilities of the Therefore Content Management solution to manage documents and perform workflows in a manner that benefits the organization – where the proposed solution will provide the following features and functionality to meet Client's stated objectives:

- Electronically store documents (Purchasing, Contracts, and Accounts Payable) and enable users to search and retrieve documents easily using index fields (metadata)
- Implement one (1) workflow to enhance / improve the contract approval process
- Utilize existing Nuance eCopy PDF Pro software for:
 - Digitally Signing Documents
 - Converting Word documents to fillable PDF forms
- Test integration of Texas Juvenile Justice Departments documents and applications with the Therefore Content Connector and Universal Connector to determine appropriate configuration and use of these features

where the above will be configured using the following Therefore components:

- Therefore Essentials
- 20 End User Licenses
 - 10 Concurrent users
 - 10 Named users
- Therefore Capture Client
- Therefore Content Connector
- Therefore Universal Connector

At the beginning of the onsite activity for the Therefore Pilot a discovery session will be required to allow the CSA Implementation Engineer the ability to meet with TJJD staff regarding Purchasing, Contracts, and Accounts Payable documents and process to:

- Review documents to be functional with the solution
- Understand processes used relative to the documents
- Build a workflow to enhance / improve the contract approval process

The Therefore Pilot will need to be constrained to the above listed functionality. Following a successful pilot, TJJD has the option to make a determination of what TJJD departments should be part of a production solution of Therefore should be made and what functionality should be implemented. If TJJD proceeds with the production solution a separate SOW will be defined.

2.3 Proposed Configuration

The proposed configuration for the Therefore Pilot will be to support the following:

Scanning of documents at Canon MFDs and importing documents into Therefore using the Therefore Capture Client

1. Documents scanned on Canon MFDs will be scanned to a folder using a MFD Scan Profile that relates to the document type being scanned:
 - a. Purchasing
 - b. Contracts
 - c. Accounts Payable
2. The scanned documents will be processed and stored to their Therefore category using the Therefore Capture Client – where index fields (metadata) associated to each document type will be available and/or required:
 - a. Purchasing:
 - i. Purchase Order Number
 - ii. Requisition Number
 - iii. Vendor Name
 - iv. Vendor Number
 - v. Issue Date
 - vi. Delivery Date
 - b. Contracts:
 - i. Contract Name
 - ii. Contract Number
 - iii. Contract Type
 1. Solicitation
 2. Proposal
 - iv. Approved Requisition Number
 - v. Approved Contract
 - vi. Issue Date
 - vii. End Date
 - viii. PO Number Reference
 - ix. Construction Project Completion Date
 - x. Requesting Division for Contract (Keyword Dictionary)
 - c. Accounts Payable
 - i. Purchase Order Number
 - ii. Requisition Number
 - iii. Vendor Name
 - iv. Invoice number
 - v. Voucher Number
 - vi. Receiver Number
 - vii. Payment Date

where some of the above index fields (metadata) will, where appropriate, be captured automatically by the Therefore Capture Client – with other fields requiring to be input manually or by using the “Rubber Band Tool” to select the data to be used for index data.

3. The document will then be saved into the Therefore category where it will be OCR'd and made full text searchable and able to be retrieved using index data or via text via a full text search

Printing from a TJJD system called CAPPS using the Therefore PDF Print Driver

TJJD has a proprietary backend system called CAPPS from which various documents are printed. The Therefore Pilot will be configured so that end users utilize the Therefore Print driver to print PDF documents directly into required categories capturing appropriate index data during the process.

NOTE: The CSA Implementation Engineer will review the CAPPS system to determine if it is possible to use a database lookup to capture data to be used as index data (metadata) associated to documents stored to the Therefore system. Testing will need to be performed to determine if this is a viable possibility for the Therefore system.

Email and Attachment submission

End users will utilize the Therefore Microsoft Office plugin to manually index and save emails and/or their attachments directly into appropriate categories with the required index data directly into Therefore.

Digitally Signing documents using eCopy PDF Pro

Documents will be able to be Digitally Signed using the eCopy PDF PRO “Digital Signature Tool” – where this will require documents can either be “Checked out / Digitally Signed / Checked in” or saved locally and Digitally Signed external to Therefore. Therefore supports Digitally Signing documents via DocuSign if this is a more appropriate method of digitally signing documents.

Creation of form documents using eCopy PDF Pro

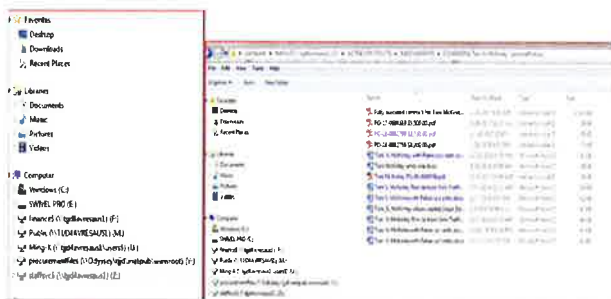
eCopy PDF Pro's FormTyper feature will be able to be used to process form documents, whether originating as a Word document or as a image based PDF file from a scanned document to produce a “Fillable Form” PDF file – where these files can be used by the organization and stored to the Therefore system for retention and reference.

Electronic Documents stored to the Therefore system and made available for retrieval by users

End Users will be instructed on how to manually index and save documents into the Therefore system using various methods. They are as follows:

- a. Drag and Drop documents to specific Therefore categories

- b. Right mouse click and "Send to Therefore"
- c. File Print using the Therefore PDF Print driver



where this configuration will use the following Category and Indexing configuration shown in the sections below. Users can search and retrieve documents in categories they have access to.

Category and Indexing Information

Folder	Category Names	Capture Method	Separation	Indexes (Method of Entry)
Purchasing	Purchase Orders	Imported from a network folder	Manual	Purchase Order Number Requisition Number Vendor Name Vendor Number Issue Date Delivery Date Entry Methods: Manual or Rubber Band Tool
Contracts	Contract	Imported from a network folder	Manual	Contract Name Contract Number Contract Type Approved Requisition Number Approved Contract Issue Date End Date PO Number Reference Construction Project Completion Date Requesting Division for Contract (Keyword Dictionary) Entry Methods: Manual or Rubber Band Tool
Accounts Payable	Purchase Orders	Imported from a network folder	Manual	Purchase Order Number Requisition Number Vendor Name Invoice number Voucher Number Receiver Number Payment Date Entry Methods: Manual or Rubber Band Tool

Contract Approval Workflow

The Requisition Approval workflow is as follows (please see provided diagram below):

- The Contract Coordinator will enter the required indexing of the contract that is to be submitted for approval
- The contract is then submitted to the Contracts Director for his/her approval
- Once approved by the contracts Director, the contract will then move to the required Contract Attorney (routed by index filed) for their approval
- After the Contract Attorney approves, the contract will then be forwarded to the Division Senior Director for their approval
- Once the Division Senior Director has approved the contract it will then move to the CFO for their approval
- After the CFO has approved the contract, it will then go to the Chief of Staff for their final approval
- Upon completion of the Chief of Staff's approval it will then be sent to the Contract Specialist for an approval outside of the Texas Juvenile Justice Department. The document will then be sent back to the Contract Specialist at which point it will be sent to the Executive Director for the final approval
- Once the Executive Director has provided their final approval the workflow will be complete

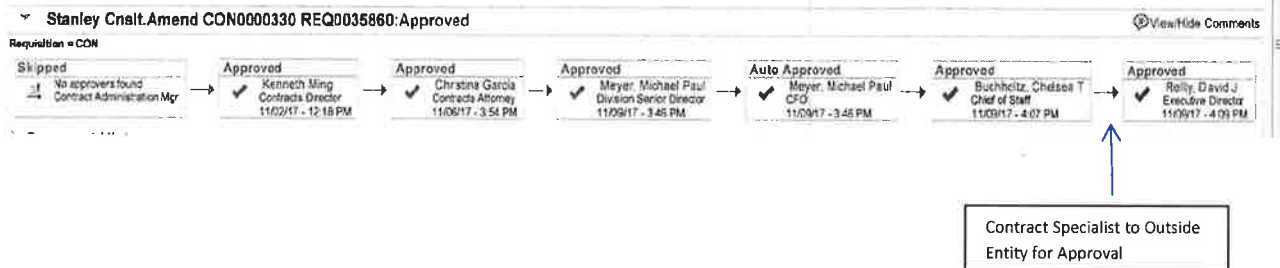
NOTE: The End Users within the Workflow will be instructed how to Delegate an Approval to another user and also be instructed how to create an Ad-Hoc task.

NOTE: The Workflow feature will show where the documents are within the workflow process along with timestamps and or notifications for escalation.

NOTE: Documents will be able to be Digitally Signed using the eCopy PDF PRO "Digital Signature Tool" – where this will require documents can either be "Checked out / Digitally Signed / Checked in" or saved locally and Digitally Signed external to Therefore. Therefore supports Digitally Signing documents via DocuSign if this is a more appropriate method of digitally signing documents.

NOTE: The Appendix B: Training Agenda section of this document details the training to be provided during this Therefore Pilot project.

Requisition Approval



Security Configuration

User / Group	Folder/Category/Document	Permissions				
		Read	Write	Delete	Admin	Advanced
Purchasing	Purchase Orders	X	X	X	X	
Contracts	Contracts	X	X	X	X	
Accounts Payable	Purchase Orders	X	X	X	X	

Keyword Dictionaries

Document Type	Index Field Name	Index Field Data
Contract	Requesting Division for Contract	Active Directory

Document Retention

Category Name	Retention Period	Retention Method
Purchasing	7 years after receipt and payment.	TBD
Contracts	Normal contracts 7 years + 30 Days (85 Months) after contract ends; Construction Contracts 10 years after project complete	TBD
Accounts Payable	Current year plus 4 years after payment date	TBD

2.4 Client Environment for which the Solution is Designed

The proposed solution is designed for following environment:

- One (1) location
- Microsoft Active Directory (All users defined in Active Directory)
- Windows 7 (or recent version) (32bit and 64bit) client systems
- Microsoft Exchange 2010 (Internal to Client network)

2.5 Project Stakeholders

The following table includes but is not intended to be an exclusive list of approved CSA and Client project stakeholders. The parties may update the list of project Stakeholders from time to time as appropriate.

Name	Title	Phone / Email	Function
Scott Hockaday	Account Executive	512.506.2094 shockaday@csa.canon.com	<ul style="list-style-type: none"> • Functions as the account manager and primary sales contact for Client
To Be Determined	Project Manager	To Be Determined	<ul style="list-style-type: none"> • Assumes daily responsibility for the activities of the CSA resources and serve as the primary liaison for communication and management • Develops and maintains the Implementation plan, manages issues, provides time and labor cost estimates, and maintains staffing at proper levels
To Be Determined	Implementation Engineer	To Be Determined	<ul style="list-style-type: none"> • Lead implementation contact who is responsible for the implementation, testing, and training of the solution
Kenneth Ming	Director of Business Operations and Contracts	512 490-7261 kenneth.i.ming@tjtd.texas.gov	<ul style="list-style-type: none"> • Primary Client contact

2.6 In-Scope Client Locations

Location Name	Location Address	Notes
TJJD Central Administration	11209 Metric Boulevard Bldg H Suite A Austin, TX 78758	
Giddings State School	2261 James Turman Road Giddings TX 78942	
Evins Regional Juvenile Center	3801 E. Monte Cristo Road Edinberg, TX 78541	
Gainesville State School	1179 FM 678 Gainesville, TX 76240	
McLennan County Juvenile Correctional Facility	116 Burleson Road Mart, Tx 76664	
Ron Jackson Juvenile Correctional Complex	600 FM 8254 Brownwood, TX 76801	

3.0 Implementation and Deliverables

The following describes the deliverables ("Deliverables"), to be provided under this SOW, and the implementation process and its various stages ("Implementation"), to be used by CSA, and Client's responsibilities therefor.

#	Description
1	Implementation Kickoff Meeting: <ol style="list-style-type: none"> Review and validate Client high level requirements and planned use of proposed solution. Communicate and collect all required information, resources and access permissions needed for successful solution implementation/Implementation completion with Client. Identify the Subject Matter Experts (SMEs) and verify their availability; e.g. systems administrators, data base administrators, network engineers, and end-users. Schedule the implementation activities to minimize Client business disruptions.
2	Solution Installation and Configuration (Deliverable #1): <ol style="list-style-type: none"> Install and configure Therefore Essentials Edition on a Client provided server or VM meeting Therefore specifications. Install and configure Therefore client application on client provided workstations Install and configure the Therefore Capture Client application on a dedicated workstation where the Capture and Indexing of documents will occur <p>NOTE: See Section 2.3 Proposed Configuration for the proposed capture into the appropriate categories</p> <ol style="list-style-type: none"> Import users using clients Active Directory and apply the required security to the end users that will use the Therefore system
3	Solution Testing (Deliverable #2): <ol style="list-style-type: none"> CSA will informally test and verify the functionality of the solution during installation and configuration. <p>NOTE: If Client requires their test plan to be utilized for the solution testing, then this plan must be submitted to CSA for approval prior to signing this SOW (Section 6.0 Project Acceptance).</p>

4	<p>Training (Deliverable #3):</p> <p>CSA will provide the following training related to this solution:</p> <ol style="list-style-type: none">1. One (1) session of up to (1) hours of Administrator Training for the Therefore system2. One (1) session of up to (2) hours of End User Training for the Therefore system3. One (1) session of up to (1) hours of End User Training for the client existing eCopy Pro software <p>NOTE: Training will be provided immediately following Solution Testing. Any request to post-pone the Training by Client may be subject to a Change Order.</p> <p>NOTE: Please see Appendix B of this SOW for details of the Training Agenda.</p>
5	<p>Documentation and Support Escalation (Deliverable #4):</p> <ol style="list-style-type: none">1. CSA will provide an Implementation Summary Report.2. CSA will instruct Client on its Post-Implementation Support escalation process (Section 5.0).

3.1 Client's Implementation Responsibilities

1. Client will have all necessary hardware and systems patched with the latest software/firmware updates prior to the beginning of the implementation.
2. Client will provide all necessary resources, personnel physical/network access, and associated permissions to their systems, servers, firewalls, network infrastructure, and physical locations, as needed, in order to install and configure the proposed solution in a timely fashion and in accordance with the agreed upon project timeline.
3. Client is responsible for the installation, configuration, and utilization of any anti-virus or malware software on the systems/servers that they will provide for the proposed solution.
4. Client is responsible for the installation, configuration, and utilization of any backup or disaster recovery software on the systems/servers that they will provide for the proposed solution.

4.0 System Requirements

Therefore 2017 Server – Hardware Requirements

Item	Recommended Minimum Requirements
Operating System with minimum Service Pack	<p>Windows Server 2012 R2 Windows Server 2012 Windows Server 2008 R2 SP1 Windows Server 2008 SP2 Windows 8/8.1* Windows 7*</p> <p>NOTE: The Reporting module requires:</p> <ul style="list-style-type: none"> Windows Server 2008 R2 or later SQL Server Reporting Services 2008 or later <p>*NOTE: Therefore Personal Edition runs locally on the system to which it is installed and does not operate as a Client/server configuration – as such it can be installed to operate on supported Windows Client operating systems.</p>
Web Access	<p>Microsoft IIS 7+</p> <p>The following role services need to be added under the Server Manager:</p> <ul style="list-style-type: none"> Web Server: <ul style="list-style-type: none"> Common HTTP Features: HTTP Errors, Static Content, HTTP Redirection Security: Windows Authentication Application Development: .NET Extensibility, ASP.NET, ISAPI Extensions, ISAPI Filters
Minimum Database Versions	<p>All Therefore Editions support: Microsoft SQL Server 2005 or later (TCP/IP protocol enabled) NOTE: Microsoft SQL Express can be used for small Therefore installations, however it is always recommended to use a full version of Microsoft SQL Server.</p> <p>Therefore Enterprise Edition supports: Oracle 11.2 IBM DB2 9.7 (including IBM DB2 Express-C) NOTE: For Oracle or IBM DB2, native database Client communication software must be installed and configured. NOTE: For Oracle, when Unicode characters that are not in the database character set are used in Therefore system settings, these be saved properly - if UTF-8 is used this problem will not occur. NOTE: For IBM DB2, the database must be UTF-16 compatible and the Tablespace size must be at least 32K.</p>
Multi-Server Environments	<p>Therefore Services must be started and configured with proper network access permissions NOTE: The Local System account will not have permission to access network resources (Enterprise edition only)</p>
Citrix	<ul style="list-style-type: none"> Therefore Server must be installed outside of the Citrix Environment Only the Therefore Client software can be installed in the Citrix Environment
Misc.	<ul style="list-style-type: none"> Therefore can be used in any virtualization environment that meets the Therefore system requirements Certain prerequisites, for example Microsoft .NET, are installed automatically if the Therefore Setup finds these missing before installation

Therefore Client – Software Requirements

Item	Requirements
Operating System with minimum Service Pack	Windows 8/8.1 Windows 7 SP1
Network	Connection to the Therefore Server must be available via a LAN or WAN connection
Scanning	Therefore Capture Client engine requires an ISIS driver, or Kofax VirtualReScan V.5+
Web Access	See section for Therefore Web Access Browser Support
RAM	8GB or greater
Processor	64 bit, i7 Cores
System and Program Storage	60GB for system drive or greater

Therefore Web Access Browser Support

Browser	Windows	Mac OS	Linux
Internet Explorer	7.0 +	N/A	N/A
Mozilla Firefox	10.0 +	10.0 +	10.0 +
Google Chrome	20.0 +	20.0 +	20.0 +
Opera	12.0 +	12.0 +	12.0 +
Safari	5.0 +	5.0 +	N/A

- The Therefore Image Viewer, which enables annotations on TIFF documents and direct editing, is only supported under Microsoft Internet Explorer 32-bit
- Drag and drop from Windows Explorer is supported on all browsers but Internet Explorer must be version 10+
- JavaScript must be enabled on all browsers
- Internet Explorer: Caching and browser scripting must be enabled

Therefore Mobile App

Item	Requirements
Therefore Server	Therefore 2012 SP2 +
Android	4.0+
iOS	6.0+
Windows	Windows Phone 8 +, Windows RT +, Windows 8 +

Additional Therefore Component Requirements - Only required if the feature listed in the ITEM column is part of the Proposed Solution (Section 2.2)

Item	Requirements
Therefore Table Replication	<ul style="list-style-type: none"> • Microsoft SQL Server 2008+, Oracle 11.2+ & IBM DB2 9.7+ • For Microsoft SQL Server: Operating system where replication service is installed must be at least Windows Server 2008 R2 or Windows 7 Column type must be supported
Therefore Mailbox Monitoring	<ul style="list-style-type: none"> • Therefore Content Connector
Therefore with Microsoft Office	<ul style="list-style-type: none"> • Microsoft Word, Excel, Outlook, PowerPoint and Microsoft Implementation are supported with Microsoft Office 2007 SP3+, including Office 365 • Microsoft Visio is supported for Microsoft Office 2010 + • Microsoft Implementation requires Microsoft Office 2010+ to Open from Therefore • Open from Therefore does not apply to integration with Outlook

5.0 Post-Implementation Maintenance and Support

The solution implemented by this SOW is transitioned to the Maintenance and Support stage upon completion of the Deliverables (Section 3.0). CSA's Standard Solution Support program provides the ability to obtain support for the duration of Client's software support contract by calling:

Canon Solutions America Help Desk

1-800-355-1385

Monday – Friday (8:30 AM to 8:00 PM EST)

All requests for support MUST be initiated through the above CSA Help Desk 1-800# where initial troubleshooting and diagnosis will be conducted by a Technical Support Technician. Standard Solution Support will provide the following:

- Remote troubleshooting and diagnosis of error conditions and anomalies
- Incident escalation to appropriate support and engineering resources within CSA and its partners
- Software Bug Fix/Hotfix (Remote Implementation included)
- Software version update (Implementation not included)

If troubleshooting by a Technical Support Technician determines that onsite support is required to remediate the reported incident, then CSA can escalate the incident to have an Implementation Engineer (local to the account) assist with the resolution.

Any incidents identified as being caused by modifications to the environment (network, Operating System, or application – including, but not limited to configuration changes, component upgrades, data modifications and hardware replacement) by Client DURING or AFTER the initial solution implementation, either intentional or unintentional, may be billable and subject to Professional Services fees to resolve the issue.

5.1 Additional Solution Support Options

In addition to the Standard Solution Support program mentioned above, CSA offers:

- Subscription Support Services
- Extended Solutions Support - 24x7x365

Information on these Support options is provided in the following sections below.

5.1.1 Subscription Support Services

Subscription Support Services is a program where Client pre-purchases Support Units (aka Unit Blocks) and consumes these units when needed. Subscription Support Services can be used to have Canon Solution America personnel assist with the following:

- Implementation of software version update
- Migration of software from one server/location to another
- Software configuration changes (including maintenance tasks)
- Additional Training (End-User or Administrative)

For more information on Subscription Support Services, please contact your Sales Representative. To initiate a Subscription Support engagement, please contact the Canon Solutions Americas Help Desk.

NOTE: Professional Services delivered via Subscription Support Services may require an SOW to document the services to be provided and the intended results.

5.1.2 Extended Solutions Support - 24x7x365

Extended Solutions Support is a premium support offering available through CSA that enhances the Standard Solution Support program (Section 5.0) to include 24x7x365 incident response, analysis, resolution, and/or escalation.

For more information on the Extended Solutions Support program, please contact your Sales Representative. To initiate an Extended Solutions Support request, please contact the Canon Solutions Americas Help Desk.

6.0 Project Acceptance

Execution of signatures below by authorized representatives of Client and of CSA indicates acceptance of the terms of the SOW, including its *Terms and Conditions*.

Client Acceptance

Texas Juvenile Justice Department

Company Name


Signature

6/25/18
Date

Camille Cain
Print Name

Executive Director
Print Title

Canon Solutions America Acceptance

Signature

6-26-18

Date

Enrico Fiannaca

Sr. Director

Print Name

Print Title

Terms and Conditions

1. Scope; Terms and Conditions

The following terms and conditions are applicable to the SOW between you ("You" or "Client") and Canon Solutions America, Inc. ("CSA"), and supplement and control the terms and conditions of the applicable CSA acquisition agreement (whether an "Acquisition Agreement", "Unified Lease Agreement", "Purchase and Maintenance Agreement" or other CSA agreement for the acquisition by purchase or lease of any Listed Item -- each, an "acquisition agreement"). For purposes hereof, the SOW shall be deemed a "Listed Item" under the acquisition agreement notwithstanding anything contained in the acquisition agreement to the contrary. Equipment, hardware, software or consumables acquired from CSA in conjunction with the SOW may be governed by various acquisition agreements, but not by the SOW; as such, Your payment and other obligations under such acquisition agreements are not dependent in any way upon CSA's performance of the SOW.

2. Standard Implementation Assumptions

In order to implement successfully the SOW, CSA has relied upon and You hereby acknowledge these key assumptions:

- a. Although CSA's Implementation personnel may consist of CSA's authorized employees, retained third party vendors, or both, in any event CSA shall retain sole responsibility to Client.
- b. You will allow Implementation Stakeholders accompanied or badged access to the Implementation-relevant areas. Except as otherwise set forth in the SOW, CSA will perform the Implementation during CSA's normal business hours (8:30 AM to 5:00 PM (local time), Monday through Friday, excluding CSA holidays).
- c. Implementation Stakeholders will have administrative access to all servers and domains necessary for the Implementation either directly or by proxy.
- d. With regard to any "shrink-wrap" or "click-wrap" acceptance required of an end user license agreement ("EULA"), software as a service or other subscription agreements ("SA") and/or software maintenance agreement ("SMA") for software associated with the SOW, You hereby authorize CSA to accept same on Your behalf (e.g., by clicking the "I ACCEPT" button of the EULA, SA or SMA), and You agree to comply with the terms of same. EULAs, SAs, and SMAs are available at <http://ess.csa.canon.com/SMA-EULA.html>
- e. CSA will not be liable for any loss of data during or as a result of the Implementation. CSA assumes all data that could be affected by the Implementation has been backed up by You and covered by Your recovery procedure.
- f. All software supplied by You for use in the Implementation is properly licensed to You.
- g. Any changes to this SOW, including as to Implementation outside of CSA's normal business hours, must be made in writing in accordance with Section 4 below and Appendix A (Change Order Form).
- h. There is no commitment for ongoing support expressed or implied by the SOW. Any additional requests for services after this Implementation's completion may be subject to additional charges on a time and materials basis or may be the subject of an applicable software maintenance agreement or subscription support services agreement.
- i. Any work product not specifically listed in this SOW is considered out of scope. Services that are out of scope will be addressed through CSA's Implementation change order procedure. (See Section 4 below and Appendix A)
- j. It is Client's responsibility ensure that its resources are capable and available to assist CSA during the course of the implementation to ensure timely completion of the Deliverables. This includes but is not limited to Client personnel, resources for designing, building, testing, and implementing, and staff for the training of personnel.
- k. Client will assign a dedicated point of contact to act in the role of Implementation manager. He or she will work in tandem with CSA to facilitate communication and proper execution throughout the lifecycle of the Implementation.
- l. If a change in resources is required during the course of the Implementation, CSA will work with the Client's assigned Implementation manager to facilitate the transition. CSA will ensure that resources with the appropriate technical skill set will be properly aligned with the requirements of the engagement.
- m. If stated in *Implementation Stakeholders* (Section 2.3), CSA will provide internal Implementation management for the project or appropriate portion thereof.
- n. In cases where the required system information is not available or able to be determined by Client resources, CSA will issue a Change Order to extend the requirements gathering activities to collect the required information.
- o. Client will make all commercially reasonable attempts to respond to all requests for information in writing within two (2) business days.
- p. If Client has its own process for managing change or otherwise is aware of internal factors that might delay the completion of this Implementation, Client will inform CSA prior to the initiation of this Implementation.

Changes in these assumptions may result in a scope change, which may cause You to incur additional professional services fees or delays in the delivery schedule

3. Standard Dependencies and External Requirements

Deliverables may be predicated on certain additional information, external deliverables or agreements. In order to successfully fulfill the requirements of the SOW, additional required documentation (other than the acquisition agreement) are incorporated into and made part of the SOW. Where conflicts or inconsistency might exist between terms of the acquisition agreement and of the SOW, the terms of the SOW shall take precedence with respect to the Deliverables.

4. Implementation Change Order Procedure

Once a change condition is identified, there are three (3) steps involved with Implementation Change Management:

- a. Your submittal of Change Order form (Appendix A)
- b. CSA's approval / rejection of the Change Order
- c. Modification / Adjustment of Implementation if required

The Change Order form is executed by You with CSA's assistance. CSA evaluates Change Orders individually for their overall impact on the Implementation's constraints. CSA will work with Your Implementation manager to communicate these changes and acquire the required approvals for any costs related to Change Orders. You acknowledge a Change Order is required for work performed outside of CSA's normal business hours, under the following conditions: (i) minimum engagement of four (4) hours; (ii) work typically billed in a minimum of one (1) hour increments; and (iii) hourly services billed at multiples of one and one-half (1.5x) for Monday-Friday after-hours and double (2x) for Saturdays, Sundays and Holidays.

Terms and Conditions (Continued)

5. Completion Criteria

CSA will have fulfilled its obligations under the SOW when one (1) of the following first occurs:

- a. CSA completes the Deliverables, or,
- b. You terminate the SOW for reasons beyond the control of CSA.

6. Implementation Fees

CSA will invoice You per the terms and conditions of the associated acquisition agreement. The parties acknowledge the Project Implementation fee was established on the scope of effort presented to CSA during initial discovery discussions. In the event additional, material requirements are uncovered during the detailed discovery or Implementation execution, CSA will require a Change Order in accordance with Section 4 hereof and Appendix A (Change Order Form).

7. Period of Performance

The approximate time to complete the Implementation is an estimate and is subject to revision. Should CSA encounter challenges to the scope or outside factors that have a material impact on the Implementation, CSA will present a Change Order for the services and software needed to complete the job in accordance with Section 4 hereof and Appendix A (Change Order Form).

8. Implementation Scheduling & Change Policy

CSA will endeavor to work diligently with You to accommodate reasonable schedule requirements. On-site work must be scheduled with a three (3) week minimum advance notice.

CSA recognizes circumstances may arise necessitating the rescheduling of the SOW implementation. Schedule changes requested more than fifteen (15) business days prior to the scheduled implementation date will be accommodated with no charge to You. As CSA must reserve engineering resources in anticipation of the requested implementation date, scheduling changes requested within fifteen (15) business days of the scheduled implementation date are subject to a fee of up to, and including, the full cost of the associated professional service fees and travel costs.

9. Limited Warranty and Limitation of Liability

CSA makes no warranty for proper functioning of equipment supplied by You including, but not limited to: PCs, servers and networks

CSA makes no warranty for the proper functioning of your proprietary network, server or workstation software. Proprietary is defined for this purpose as software packages that are not sold by CSA.

CSA warrants its workmanship on all installation services provided for a period of thirty (30) days from the date such services are rendered. This warranty applies only to the original installation by CSA and does not include alterations or modifications initiated by You or failure of equipment not provided by CSA.

THE SERVICES PERFORMED UNDER THIS AGREEMENT ARE ADVISORY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. CSA EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU EXPRESSLY ACKNOWLEDGE THAT THE FURNISHING OF SERVICE UNDER THIS AGREEMENT DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF EQUIPMENT OR SOFTWARE. CSA SHALL NOT BE LIABLE FOR INJURY OR PROPERTY DAMAGE EXCEPT TO THE EXTENT CAUSED BY CSA'S NEGLIGENCE OR WILLFULL MISCONDUCT. CSA SHALL NOT BE LIABLE FOR EXPENDITURES FOR SUBSTITUTE EQUIPMENT, SOFTWARE OR SERVICES, LOSS OF REVENUE OR PROFIT, LOSS, CORRUPTION OR RELEASE OF DATA, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, STORAGE CHARGES OR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THIS SOW OR THE DELIVERABLES, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED AND EVEN IF CSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Disclaimer

This document is the property of and is proprietary to CSA. It is not to be disclosed in whole or in part without prior written consent of CSA, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate CSA's proposal, and shall be returned upon request.

Client/Customer Initials



Appendix A: Change Order Form

Change Order #		Change Order Date	
Change Requestor Information			
Company Name	Texas Juvenile Justice Department		
Name & Title			
Phone		Email	
Description of Requested Change			

NOTE: Change Orders must be reviewed and authorized by CSA for acceptance of the requested change. Changes to the scope of an implementation may require additional software components and/or Professional Services to make the requested change operational – where this may result in additional costs.

Additional software components required: Yes ☐ No ☐

Additional Professional Services required: Yes ☐ No ☐

Change Authorization Approval

Change authorized for Texas Juvenile Justice Department by:

Print Name

Print Title

Signature

Date

Change authorized for Canon Solutions America, Inc. by:

Print Name

Print Title

Signature

Date

Appendix B: Training Agenda

Following is the training agenda to be provided for this solution:

Administrator Training will include the following:

- Defining the software components that comprise this Therefore solution
- How to configure the Therefore system to perform the following tasks:
 - Add/delete/modify user access
 - Add/delete/modify Therefore cabinets
- How to startup/shutdown the Therefore system properly
- How to back-up the Therefore system properly

End User Training will include the following:

- The Scan Operator will remove all staples, Post-its, paperclips, etc. and place them into the Scanner document feeder
- The Scan Operator will select the Scan Profile where the documents will be scanned to scan the documents on the Canon MFD:
 - Purchasing
 - Contracts
 - Accounts Payable
- The scanned documents will now be processed using the Therefore Capture Client – where the following index information will be captured according the required Therefore category listed below:
 - Purchasing:
 - Purchase Order Number
 - Requisition Number
 - Vendor Name
 - Vendor Number
 - Issue Date
 - End Date
 - Contracts:
 - Contract Name
 - Contract Number
 - Contract Type
 - Solicitation
 - Proposal
 - Approved Requisition Number
 - Approved Contract
 - Receiver Number
 - Voucher Number
 - Issue Date
 - End Date
 - Accounts Payable
 - Purchase Order Number
 - Requisition Number

- How to enter index data (metadata) to be associated to documents manually
- How to use the "Rubber Band Tool" to select the data to be used for index data (metadata)
- How to Digitally Sign documents using eCopy PDF Pro – whether via the Therefore "Checked out / Digitally Signed / Checked in" process or saved locally and Digitally Signed external to Therefore

Appendix C: Training Attendance Sheet

Training Type (End User or Administrator): _____ Training Date: _____

Trainer Name: _____

	Attendee Name	Signature
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